



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

OPR, MNR, MNSD, MNDC, FF

### **Introduction**

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order of Possession - Section 55;
2. A Monetary Order for unpaid rent - Section 67;
3. An Order to retain the security deposit - Section 38
4. An Order to recover the filing fee for this application - Section 72.

I accept the landlord's evidence that despite the tenant having been served with the application for dispute resolution and notice of hearing by *registered mail* in accordance with Section 89 of the Residential Tenancy Act (the Act) the tenant did not participate in the conference call hearing. The landlord provided evidence of registered mail service to the tenant. At the outset of the hearing the landlord advised the tenant still resides in the unit. The landlord further amended their claim seeking solely an Order of Possession.

### **Issue(s) to be Decided**

Is the notice to end tenancy valid?  
Is the landlord entitled to an Order of Possession?

### **Background and Evidence**

The tenancy began January 01, 2014. Rent in the amount of \$1200.00 is payable in advance on the first day of each month. The tenant failed to pay rent in the month of March 2015 and on March 18, 2015 the landlord personally served the tenant with a notice to end tenancy for non-payment of rent.

On March 25, 2015 the tenant paid \$900.00 toward rent arrears and was issued a receipt that the rent was accepted for *use and occupancy only*.

On April 13, 2015 the tenant paid \$150.00 toward rent arrears and was issued a receipt that the rent was accepted for *use and occupancy only*.

On April 23, 2015 the tenant paid \$150.00 toward rent arrears and was issued a receipt that the rent was accepted for *use and occupancy only*.

On April 23, 2015 the tenant paid an additional \$1200.00 toward rent arrears and was issued a receipt that the rent was accepted for *use and occupancy only*.

The landlord provided proof in receipts respecting the above payments. The landlord testified the tenant further failed to pay rent in the month of May 2015.

### **Analysis**

Based on the landlord's evidence I find that the tenant was served with a Notice to End Tenancy for non-payment of rent and I find the notice to be valid. Despite the tenant's payments of rent the tenant failed to pay all rent owed within the prescribed time to do so pursuant to the 10 Day Notice to End Tenancy and the landlord subsequently accepted partial payments of rent arrears for *use and occupancy only*; and, in so doing did not re-instate the tenancy by their acceptance of rent arrears. Based on the tenant's subsequent non-payment of rent for May 2015, and based on all the above facts I find that the landlord is entitled to an immediate Order of Possession.

### **Conclusion**

**I grant** an Order of Possession to the landlord **effective 2 days from the day it is served on the tenant**. The tenant must be served with this Order of Possession. Should the tenant fail to comply with the Order, the Order may be filed in the Supreme Court of British Columbia and enforced as an Order of that Court.

**This Decision is final and binding on both parties.**

*This Decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Residential Tenancy Act.*

Dated: May 12, 2015

---

Residential Tenancy Branch